

Appeal from a decision of the Wyoming State Office, Bureau of Land Management, rejecting noncompetitive oil and gas lease offer WYW 129395.

Affirmed.

1. Oil and Gas Leases: Applications: Description—Oil and Gas Leases: Description of Land

BLM is without jurisdiction to alter, modify, or correct a noncompetitive oil and gas lease offer in order to provide an acceptable description or to construe ambiguities in an offer to make it acceptable. An offer listing land by parcel number and rectangular survey description is properly rejected, where the land is required to be described by survey description and the lands described are all encumbered by issued oil and gas leases.

APPEARANCES: Gene F. Lang, President, Gene F. Lang & Co., Denver, Colorado.

OPINION BY DEPUTY CHIEF ADMINISTRATIVE JUDGE HARRIS

Gene F. Lang & Company, through its President, Gene F. Lang, has appealed from a June 3, 1993, decision of the Wyoming State Office, Bureau of Land Management (BLM), rejecting its noncompetitive oil and gas lease offer WYW 129395. The offer, filed on May 17, 1993, requested parcel No. WY-9302-397 and described the lands sought as being located in secs. 17 through 20, "T. 12 North, R. 100 West," sixth principal meridian, Sweetwater County, Wyoming.

BLM's June 3, 1993, decision pointed out that parcel No. WY-9302-397 covered lands in T. 12 N., R. 110 W., not R. 100 W., as stated in the offer. Citing 43 CFR 3110.5-1 and 43 CFR 3110.5-2(a), BLM rejected the offer finding that, because the offer had not been received within the month of February 1993, the parcel number was unacceptable as a land description and the lands described in the offer in T. 12 N., R. 100 W., were all encumbered by oil and gas leases. It informed appellant that another offer had been filed on May 19, 1993, for lands in sec. 18 and 19, T. 12 N., R. 110 W., and that a lease for those lands had been issued effective July 1, 1993.

The regulation at 43 CFR 3110.5-1 states:

From the first day following the end of a competitive process until the end of that same month, the only acceptable description for a noncompetitive lease offer for the lands covered by that competitive process shall be the parcel number of the List of Lands Available for Competitive Nominations or the Notice of Competitive Lease Sale, whichever is appropriate. Each such offer shall contain only a single parcel. Thereafter, the description of the lands shall be made in accordance with the remainder of this section.

43 CFR 3110.5-2 provides: "(a) If the lands have been surveyed under the public land rectangular survey system, each offer shall describe the lands by legal subdivision, section, township, range, and, if needed, meridian."

In the statement of reasons, Lang admits that the legal description in the company's offer erroneously stated the Range as 100, rather than 110. However, he asserts that prior to filing the offer, he traveled to the State Office and upon inquiry was told that "as long as the parcel number and date of the sale in which it was offered is correctly entered on the form, the BLM would accept the offering." Lang contends that the company's intent clearly was to acquire the lands in parcel No. WY-9302-397, and that the intervening lease offer for part of those lands should not have received consideration.

[1] The Board has repeatedly recognized the need for correct and accurate land descriptions in lease offers because the description is the principal source used to delimit the lands sought. The Joyce Foundation, 102 IBLA 342, 350 (1988), and cases there cited. It is the responsibility of those desiring to obtain benefit from Federal lands to submit offers which accurately describe the lands they seek. As the Board has held, where BLM would have to go outside the offer itself to ascertain exactly what land the offer embraced, the offer should be rejected as insufficient. James M. Chudnow, 70 IBLA 71, 74 (1983). It is immaterial whether errors in description are due to inadvertence or even a typographical slip. Isabelle C. Chang, 86 IBLA 129, 130 (1985).

As we emphasized in Bob G. Howell, 63 IBLA 156, 158 (1982), a case where the inclusion of two range descriptions in an offer made it patently ambiguous, not only is BLM not required to alter, modify, or correct erroneous descriptions in offers, but it is without authority to do so, or to construe ambiguities therein in such a way as to make them acceptable. Therein, the Board explained that BLM may not act to resolve errors or ambiguities because such action would prejudice one who subsequently filed a proper offer, and who would be entitled to statutory priority. Further, in attempting to interpret an offeror's intention, BLM runs the risk of doing so improperly. Attempts to resolve errors or ambiguities in some

cases and not in others is violative of the salutary objective of consistent, uniform administration, and can lead to charges of favoritism, discrimination, and prejudice. Finally, such efforts frequently are administratively troublesome, costly, and time-consuming. Id.

Moreover, in this case, appellant created the ambiguity by providing both the parcel number and the rectangular survey description, even though the applicable regulations required only the latter. The lands in the offer, as described by rectangular survey, were all encumbered by previously issued leases. The fact that BLM personnel may have told Lang that an offer describing land by parcel number was acceptable does not make the offer acceptable. As we have stated on many occasions, incomplete or erroneous information provided by a Departmental employee cannot create any rights not authorized by law. John & Maureen Watson, 113 IBLA 235, 237 (1990), and cases cited therein.

Although Lang represents that in a telephone conversation with a BLM employee regarding the decision in question, the employee agreed with him that the company's "intent was obvious and that a simple typographical error was made," he also recounts that she stated that it was "her job to interpret the law as it was written." Herein, we have set out the law governing situations such as that presented by this appeal. The legal consequence of the company's error in this case is that the offer is defective. BLM acted properly in rejecting it.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

R. Harris

Bruce

Deputy Chief Administrative Judge

I concur.

Gail M. Frazier
Administrative Judge